

DATE: March 24, 2004

TO: Municipal Clerk

THRU: Byron E. Johnson, C.P.M.
Director of Purchasing - X4313

FROM: Aurora Wells
Clerk-Typist II ext. 4038

Please place the following item on the **REGULAR** agenda for the Council Meeting of **MARCH 30, 2004**:

Resolution:

That the City of El Paso hereby awards Contract Bid Number 2004-015, Plaza Theatre Restoration and Expansion, to Byrne/Arrow, A Joint Venture, in the amount of \$24,889,898.00 as this Offeror provides the Best Value to the City of El Paso based on the published criteria and on its ranking evaluation; and

That the Mayor of the City of El Paso be authorized to sign the contract referenced above as approved by the City Engineer, Contract Compliance, ECM International Project Manager, and the City Attorney; and

That the Mayor be authorized to execute budget transfers for this award and project, as necessary; and

That the City Engineer is hereby authorized to approve contract changes which are necessary for proper construction of the work and carrying out the intent of the design, but which do not increase the scope of the contract as awarded, in an amount not to exceed \$25,000 per numbered change order, and 10% of the original contract price as awarded, without further authorization by City Council

Contact person: Jay M. Henson, Contract Compliance Specialist at 541-4907.

AGENDA FOR: MARCH 30, 2004

12 8 04 02 00 1002
INWIS 100 100 100

Agenda Item Form

Agenda Date: 3/30/04

Districts Affected: 8 / COBOS

Dept. Head/Contact Information: Byron E. Johnson, C. P. M., 541-4313

Type of Agenda Item:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input type="checkbox"/> Other _____ | | |

Funding Source:

- ☐ General Fund
☐ Grant (duration of funds: _____ Months)
☐ Other Source: _____

Legal:

☐ Legal Review Required Attorney Assigned (please scroll down): None ☐ Approved ☐ Denied

Timeline Priority: ☐ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

The award of "Plaza Theatre Restoration and Expansion" Bid No. 2004-015.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

N/A

Statutory or Citizen Concerns:

N/A

Departmental Concerns:

None



RESOLUTION

WHEREAS, the City Council of the City of El Paso, by Resolution dated March 12, 2002 determined that the competitive sealed proposal method is the project method that provides the best value to the City when entering into a contract for the construction of a facility; and

WHEREAS, the selection of a construction contractor for the Plaza Theatre Restoration and Expansion shall be accomplished through the use of the Competitive Sealed Proposal Method; and

WHEREAS, certain procedures must be met under state law when selecting a contractor for construction of a facility through competitive sealed proposals; and

WHEREAS, the City has followed the required procedures by preparing a request for competitive sealed proposals that includes construction documents, selection criteria used in selecting the successful offeror, estimated budget, project scope, schedule, and other information that contractors may require to respond to the request; and

WHEREAS, the City has received, publicly opened, and read aloud the names of the offerors and the prices stated in each proposal and has, no later than the 45th day after the date of opening the proposals, evaluated and ranked each proposal submitted in relation to the published selection criteria; and

WHEREAS, the City selects Byrne/Arrow, A Joint Venture, as the offeror that offers the best value to the City based on the published selection criteria and on its ranking evaluation; and

WHEREAS, the City has successfully negotiated a contract with Byrne/Arrow, A Joint Venture, and has, along with the engineer, discussed with Byrne/Arrow, A Joint Venture options for a scope or time modification and price change associated with the modification.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City of El Paso hereby awards Contract Bid Number 2004-015 Plaza Theatre Restoration and Expansion to Byrne/Arrow, A Joint Venture, in the amount of \$24,889,898.00, as this offeror provides the best value to the City based on the published criteria and on its ranking evaluation; and

THAT, the Mayor be authorized to sign the contract referenced above as approved by the City Engineer, Contract Compliance, ECM International Project Manager, and the City Attorney;

THAT; the Mayor be authorized to execute budget transfers for this award and project as necessary; and

THAT, the City Engineer is hereby authorized to approve contract changes which are necessary for proper construction of the work and carrying out the intent of the design, but which do not increase the scope of the contract as awarded, in an amount not to exceed \$25,000 per numbered change order and 10% of the original contract price as awarded, without further authorization by City Council.

APPROVED this 30th day of March 2004.

CITY OF EL PASO

ATTEST:

Joe Wardy
Mayor

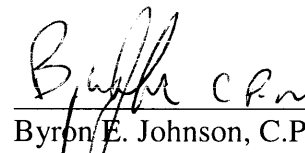
Richarda D. Momsen
Municipal Clerk

APPROVED AS TO FORM:



Ruth Reyes
Assistant City Attorney

APPROVED AS TO CONTENT:



Byron E. Johnson, C.P.M.
Director of Purchasing

**CONSTRUCTION PROJECT FORM – BEST VALUE PROCUREMENT
Lump Sum**

DATE: March 24, 2004
PROJECT: Plaza Theatre Restoration and Expansion
BID NO: 2004-015
ACCOUNT NO: 31000 -PPW0310-508027
FUNDING SOURCE: As per attached
DEPARTMENT: Building and Planning Services
REPRESENTATIVE DISTRICT(S): Cobos / 8

AGENDA DATE: March 30, 2004 **CONTRACTOR:** Byrne / Arrow, A Joint Venture
AMOUNT: \$24,889,898.00

RECOMMENDATION:

The Departments of Engineering, Purchasing, Building and Planning Services, and ECM International, Program Manager, recommend the award of this contract to Byrne/Arrow, A Joint Venture, as this Offeror has provided the Best Value Proposal. It is requested that the Mayor of the City of El Paso be authorized to sign the referenced contract approved by the City Engineer, Contract Compliance, and the City Attorney. Additionally, it is requested that the Mayor be authorized to execute budget transfers for this award and project, as necessary.

As part of the award of this contract, the City Engineer is authorized to approve contract changes which are necessary for proper construction of the work and carrying out the intent of the design, but which do not increase the scope of the contract as awarded, in an amount not to exceed \$25,000 per numbered change order, and not to exceed the total of 10% of the original contract price as awarded, without further authorization by City Council.

DESCRIPTION OR EXPLANATION:

Base Bid 1	\$25,555,000.00
Alternate 2	\$120,000.00
Alternate 3	\$45,000.00
Alternate 4	\$44,700.00
Alternate 5	\$14,500.00
Alternate 6	\$61,600.00
Breakout Items	\$560,621.00
Value Engineered	\$<1,511,523.00>
Negotiated Change	

TOTAL RECOMMENDED AWARD: \$24,889,898.00

TIME FOR COMPLETION: 480 Consecutive Calendar Days

LIQUIDATED DAMAGES: \$1,000.00 Consecutive Calendar Day

FUNDS: Available Yes Not Available _____ Comptroller _____

BOARD: Approved _____ Rejected _____ City Clerk _____ Date _____

APPROVED: 

Byron E. Johnson, C.P.M.
Director of Purchasing

PLAZA THEATRE PERFORMING ARTS CENTRE

EXECUTIVE SUMMARY

March 29, 2004

A. ANALYSIS OF UPDATED CONTRACT PROJECT COSTS AS OF MARCH 29, 2004::

Updated Project Costs:

GC Contract Amount	\$24,889,898.00	
Contingency ¹	+ \$ 2,488,990.00	
Architects & Consultants ²	+ \$ 3,400,000.00	
Project Manager ³	+ \$ 1,388,410.00	
TOTAL	\$32,167,298.00	\$32,167,298.00

¹ In addition to contingency being solely borne by Foundation

² Not counting consultants paid directly by Foundation

³ Although needed, not contemplated by 7/30/02 Agreement

**B. PROPOSED RESOURCES WITH RESPECT TO SATISFYING UPDATED
CONTRACT PROJECT COSTS:**

Total Updated Cost With Respect to Matters Within 7/30/02 Definitive Agreement	\$32,167,298.00
City's Contribution per 7/30/02 Agreement	- \$14,500,000.00
Foundation's Contribution per 7/30/02 Agreement	- \$12,000,000.00
Dedication of City's Grants	- \$ 2,721,470.00
ADDITIONAL SHORTFALL	\$ 2,945,828.00

C. CITY'S GRANTS AS OF 3/29/ 04:

1. HUD/VA EDI appropriation	\$ 849,150.00
2. El Paso Empowerment Zone	\$ 1,648,320.00
3. Texas Preservation Trust Fund	\$ 25,000.00
4. Save America's Treasures Congressional Appropriation	<u>\$ 199,000.00</u>
TOTAL (thus far)	\$ 2,721,470.00

D. ADDITIONAL (IN EXCESS OF THE \$12,000,000) GRANTS AND OTHER EXPENDITURES BY COMMUNITY FOUNDATION TO PROJECT:

Pre-8/01/02 Costs for Acquisition of Historic Theatre, Preliminary Plans and Feasibility Study, Environmental Studies, Roof Replacement, Etc.	\$1,956,834.00
Acquisition and Initial Restoration, Maintenance, Etc. of Mighty Wurlitzer Organ	307,131.00
Title to Centre Annex - to be granted City	\$ 375,215.00
50 year lease of Organ (for 1 time \$50.00 total rent payment)	No Value Assigned
Office space to City's commercial operator - 9 mos.; not less than 600 sq. ft.	Cost Not Known
* Additional renovation and installation of Organ	\$ 275,000.00
* Marquee and signage	\$ 310,000.00
* Children's Theatre	\$ 600,000.00
* Paving and other front treatment	\$ 130,000.00
* Orchestra shell	\$ 460,000.00
* Roof-top garden FF&E	\$ 50,000.00
Future Theatre operation expenses	\$ 200,000.00
Additional Foundation Expenditures (8/01/02 – 3/29/04)	<u>\$ 600,000.00</u>
TOTAL	\$ 5,264,180.00 +

- * Costs shown are minimums; certain additional future change order contingencies additionally assumed by El Paso Community Foundation.

E. PARTIAL LISTING OF ADDITIONAL PROJECT MILESTONES FOLLOWING 7/30/02:

Continued Retention of Martinez & Johnson I Architecture, P.C. as architects

City's Retention of ECM International, Inc. As Project Manager

Designation of Theatre as historic landmark "with national significance"

Receipt by City of pledged grants totaling \$2,721,470.00

Approval of Project by El Paso Historical Landmark Commission and Texas Historical Commission

Approval of Project by U. S. Department of Housing and Urban Development

Plans and specifications completed through Final Documents Phase

Project bids received

City's completion of value engineering bids

Portion of Main Street vacated by City

Economic Impact Report completed

Various public utilities companies at their cost relocated certain utilities in Main Street (savings of \$197,133.00)

City's substantial completion of asbestos abatement on both historic Theatre and Centre Annex

CITY OF EL PASO BID TABULATION

BID TITLE: PLAZA THEATRE RESTORATION AND EXPANSION

BID DATE: DECEMBER 10, 2003

BID NO: 2004-015

DEPART:

	BYRNE / ARROW A JOINT VENTURE FORT WORTH, TEXAS	C. F. JORDAN L.P. EL PASO, TEXAS	SAMCORP GENERAL CONTRACTORS EL PASO, TEXAS	SEATING CONCEPTS, LLC SAN DIEGO, CA.	SILVERTON CONSTRUCTION, CO., INC. EL PASO, TEXAS
DESCRIPTION	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
BASE BID 1	\$25,555,000.00	\$28,850,000.00	\$29,030,000.00	\$500,175.00	\$26,988,000.00
ALTERNATE NO. 1	DEDUCT -\$81,000.00	\$110,000.00	\$121,000.00	NO BID	DEDUCT -\$41,000.00
ALTERNATE NO. 2	\$120,000.00	\$125,000.00	\$192,000.00	NO BID	\$22,000.00
ALTERNATE NO. 3	\$45,000.00	\$150,000.00	\$77,000.00	NO BID	\$69,000.00
ALTERNATE NO. 4	\$44,700.00	\$70,000.00	\$65,000.00	NO BID	\$41,000.00
ALTERNATE NO. 5	\$14,500.00	\$30,000.00	\$59,000.00	NO BID	\$10,000.00
ALTERNATE NO. 6	\$61,600.00	\$65,000.00	\$66,000.00	NO BID	\$60,000.00
SUM TOTAL BASE BID AND ALTERNATES #1 AND 6	\$25,759,800.00	\$29,400,000.00	\$29,610,000.00	Contractor's Total \$0	\$27,149,000.00
BID BOND SUBMITTED	YES	YES	YES	YES	YES
AMENDMENTS KNOWLEDGE	YES	YES	YES	YES	YES

Approved by:



SCOPE OF WORK

PLAZA THEATRE RESTORATION AND EXPANSION BID NO. 2004-015

BASE BID I:

SECTION 01100

SUMMARY

PART 1 GENERAL

1.01 PROJECT/WORK IDENTIFICATION:

- A. Project Description: Restoration/Renovation of the existing theatre building and general construction of a new addition, restoration/renovation of existing Centre Annex building and general construction of a new addition.
 - 1. Project Location: 125 Pioneer Plaza, El Paso, TX 79901
 - 2. Owner: City of El Paso, 2 Civic Center Plaza, El Paso, TX 79901
- B. Contract Documents indicate the work included in the Contract, and related provisions of project, which may include but are not necessarily limited to the following:
 - 1. Existing site conditions restrictions and Owner occupancy of new facilities prior to Substantial Completion.
- D. Work of Contract can be summarized by reference to the Contract, Bidding Requirements, General Conditions, as issued by the Owner and the Specification Sections as listed in the "Table of Contents", addenda and modifications to the Contract Documents issued subsequent to the initial printing of this project manual, and including but not necessarily limited to printed matter referenced by any of these.
- E. Finish Work by Owner Under Separate Contract:
 - 1. Orchestra shell
 - 2. Wurlitzer organ and associated mechanical systems
- F. Historic restoration work includes, but is not limited to the following:
 - 1. Masonry cleaning and restoration, tuck pointing, brick replacement, stone cleaning and repairs.
 - 2. Replace and restore existing historic wood trim and cornices and metals.
 - 3. Designated preservation of existing decorative historic interiors, including but not limited to plaster, painting, ceramic tile, metalwork, seating, fabrics, draperies, carpet, stage rigging and lighting, and light fixtures.

1.02 SPECIAL PROTECTION:

- A. Provide special protection to the existing utility service facilities presently located within the contract limits of this work. Do not permit any damage or interruption to any utilities.

1.03 COORDINATION:

- A. Coordinate work for the various sections of the specifications to ensure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.
- B. Verify that characteristics of elements of interrelated operating equipment are compatible; coordinate work of various sections and trades having interdependent responsibilities for installing, connecting to, and placing in service such equipment.
- C. Conceal pipes, ducts, and wiring in finished areas. Coordinate locations of fixtures and outlets with finish elements.
- D. Coordinate space requirements and installation of mechanical and electrical work, which are located or indicated diagrammatically on drawings. Follow routing shown for pipes, ducts, and conduits as closely as practicable; make all runs parallel with lines of building.
- E. Coordinate the Work of all subcontractors involved in the Project and make certain that, where the Work of one trade is dependent upon the Work of another trade, the Work first installed is properly placed, installed, aligned, and finished as specified or required to properly receive subsequent materials applied or attached thereto.
- F. Subcontractors shall accept substrate prior to installation of their finish Work or shall be responsible for the removal and replacement or correction of all non-acceptable or non-conforming substrate Work.
- G. Each subcontractor shall be responsible for protecting and cleaning of their Work until final completion of the building.
- H. Coordinate with Owner for work to be done under separate contracts, including historic repair procedures on existing facades.

1.04 MISCELLANEOUS AND GENERAL PROVISIONS:

- A. Cutting and Patching: For additional information see Section 01720.
- B. Mechanical/Electrical Requirements of General Work:
 - 1. Except as otherwise indicated, comply with applicable requirements of Division 15 sections for mechanical provisions within units of general work, and comply with applicable requirements of Division 16 sections for electrical provisions within units of general work. Refer to Division 15 and Division 16 sections for characteristics of mechanical and electrical services to be connected to units of general work, and provide units

manufactured/fabricated for proper connection and utilization of available services as indicated.

2. Service Connections: Except as otherwise indicated, final connection of mechanical services to general work is defined as mechanical work, and final connection of electrical services to general work is defined as electrical work.
3. NEMA compliance, for electrical components of general work. Provide UL listed and labeled products where applicable. Electrical components are recognized to include, but not by way of limitation, motors, motor starters, internal equipment wiring, integral control switches and similar electrical devices, electrical heating coils, excluding duct heaters, integrated lighting equipment, electronic equipment, electrical sensors and signals, communication equipment, scientific devices and similar electrical components.

1.05 CONDUCT OF OPERATIONS:

- A. The Contractor shall, at all times, conduct operations at the site and at the access to the site in such a manner so as not to endanger, inconvenience or interfere with occupants of adjacent occupied spaces, adjoining properties and public streets and sidewalks; this includes all trucking operations and parking of workmen's automobiles.

1.06 PARTIAL OWNER OCCUPANCY AND USE OF THE BUILDING:

- A. The Owner reserves right to use and occupy in whole or any part of the improvements, General Conditions Section 5.18 Use and Occupancy Prior to Acceptance by Owner, which have been completed sufficiently to permit use and occupancy without delaying Contractor's work. Use and occupancy by Owner shall not, however, be construed as an acceptance of Work or any part, and any claim which Owner may have against Contractor shall not be deemed to have been waived by occupancy.
- B. Execute Certificate of Substantial Completion for each specific portion of the Work prior to Owner occupancy.
 1. After Owner occupancy, Contractor shall allow access for personnel Access for the public Operation of the HVAC, plumbing, and electrical systems for occupied areas.
 2. Upon occupancy, the Owner will provide:
 - Operation of HVAC, plumbing, and electrical systems for occupied areas, including electrical.
 - Security and protection of occupied areas. Maintenance of occupied areas.
 - Insurance for occupied areas.

1.07 CONTRACTOR'S USE OF PREMISES:

- A. Confine operations at site to areas permitted by:
 - 1. Laws, ordinances and permits.
 - 2. Contract Documents, including staging area.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move any stored products, which interfere with operations of Owner or other Contractor.
- F. Coordinate with Owner for access to the existing facility and use of site utilities.
- G. Use of site: As indicated for execution of work.
- H. Do not install any sign, posters, trademarks or advertising without Owner's written approval of sign and design.
 - 1. Provide one 12' x 16' project sign, coordinate with the Architect for graphics and colors.

1.08 VERIFICATION OF MEASUREMENTS:

- A. Before ordering any materials or doing any work, verify all measurements at the site. No extra compensation will be allowed because of differences between actual measurements and dimensions shown. Refer such differences to the Architect for consideration before beginning work.
- B. The Contractor shall be solely responsible for properly laying out the Work and for lines and measurements for the Work executed under the Contract Documents. The Architect or Owner will in no case assume the responsibility for laying out the Work.
- C. Establish on the site the necessary reference lines and permanent bench marks from which building lines and elevations shall be established.

1.09 SOUND ATTENUATION:

- A. It is the intent of the Contract Documents, with the specification of certain materials and methods in the various sections, to provide complete closure of air openings in partitions above ceilings to maximize sound and smoke penetration attenuation.
 - 1. In addition to the specific means described and detailed for the subcontractors (and Contractor), it is the Contractor's responsibility to assure that every opening, has indeed been completely sealed against the passage of air.
 - 2. Each party, in closing all remaining openings, shall use the most practical methods and materials (masonry, plaster, doubled gypsum board, molded

rubber, and in the case of cracks only, sealants) consistent with the specifications and details for like openings and conditions.

1.10 HOURS OF WORK:

- A. The Contractor shall furnish sufficient forces to insure the prosecution of the Work within the time stated in the Contract.
 - 1. Perform the Work during regular working hours, see General Conditions Section 6.4,
 - 2. Permission to work outside the hours and days specified in General Conditions Section 6.4, Limitation of Operations, may be granted by the City Engineer but will be granted only under exceptional circumstances involving the safety or convenience of the public. Such permission will not be granted to allow the Contractor to advance or recover his/her contract schedule, as specified in Section 01320 or portions thereof, unless the safety and convenience of the public are involved. Written request must be submitted by 4:30 p.m. of a working day, no less than seven (7) consecutive calendar days prior to the date on which the Contractor wishes to commence overtime operations. When requesting to work other than normal work hours as specified herein, the Contractor will be charged for the overtime payment to the City Inspector and any testing personnel required. If the Contractor falls behind the approved Work schedule as specified in Section 01320 or portions thereof, he may be directed, in writing by the Owner to work overtime outside of regular working hours at no additional cost to the Owner.

1.11 CONCEALED UTILITIES:

- A. When concealed utilities or services, which are not shown on the Drawings, are encountered during construction operations, the Contractor shall trace the services and determine which are active and which are abandoned. Abandoned lines shall be removed and piping shall be capped or plugged as required. Active lines shall be relocated as required. The Contractor shall submit a drawing indicating the proposed relocations of such active lines to the Architect for review and approval. Materials to be used shall be those specified in the applicable Technical Sections, where possible, and shall match the existing installations where suitable materials are not specified. The Contractor shall be responsible for removing abandoned lines and relocating active lines, which interfere with new work. The Contractor shall submit a proposal for any relocation of concealed utility lines, not indicated on the Drawings to be removed or relocated, as specified for changes in the Work.

1.12 WARRANTY:

- A. In addition to the requirements of General Conditions, the Contractor shall provide the Owner his written guarantee and also secure written warranties for each subcontractor.

- B. The Contractor shall submit the Warranty-Guarantees from each subcontractor to the Architect as a prerequisite to the final payment. The period of time shall be one year unless an extended warranty is specified in the various Sections.
- C. Form shall be as follows or similar form approved by the Architect:

WARRANTY-GUARANTEE

WARRANTY-GUARANTEE FOR: PLAZA THEATRE RESTORATION AND EXPANSION,
BID NO. 2004-015

We hereby warrant and guarantee the
_____, which we have installed in
the _____
at _____ for _____
year (s) from _____, the Date of Substantial Completion.

We agree to repair or replace any or all work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work, which may be damaged or displaced in so doing.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time after being notified in writing, we collectively and separately do hereby authorize the Owner to proceed to have defects repaired and made good at our expense, and will pay the costs and charges therefore immediately upon demand.

(Signature of Subcontractor)

(Name of Subcontractor)

Date: _____

(Signature of Contractor)

(Name of Contractor)

Date: _____

1.13 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division -1 Specification Sections apply to all Sections of the Project Manual.

1.14 USE OF ASBESTOS:

- A. The use of asbestos in any building material, by product or component of an assembly shall not be permitted.
- B. Contractor shall submit certification of asbestos free content of any component, if requested by the Architect.
- C. If any material or component specified or proposed for use by the Contractor contains any asbestos, the Contractor shall notify the Architect of such condition.
 - 1. Notification shall be made far enough in advance of ordering as not to delay progress of the Work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01100

SECTION 01230

ALTERNATES

PART 1 GENERAL

1.04 ALTERNATES

- A. Alternate No. 1: For all cost to provide glass fiber reinforced cement system in lieu of precast concrete for exterior cornices.
 - 1. Refer to Section 03490
- B. Alternate No. 2: For all costs to provide portable tiered risers and blackout shading system.
 - 1. Refer to Drawing A-6.50 and all other related details.
- C. Alternate No. 3: For all costs to provide poster boxes at Main Street including but not limited to poster box frame, sides and back, lighting and wiring and structural framing as required. Include all costs to continue precast concrete panels across recess for poster box in lieu of poster box.
 - 1. Refer to Drawings A-7.11.

- D. Alternate No. 4: For all costs to provide canopies at Main Street including but not limited to structural framing, lighting and wiring.
 - 1. Refer to Drawing A-7.10.
- E. Alternate No. 5: Modifications at Organ Loft: For all costs to provide modifications to east and west organ lofts as shown.
 - 1. Refer to A-1.46.
- F. Alternate No. 6: For all costs to provide M&I Compac Space Supply and Return Fan Systems.
 - 1. Refer to Section 15850 Addendum 2 Issued 11.05.03

THIS IS A LUMP SUM PROJECT

BEST VALUE OFFEROR CERTIFICATION

The evaluation of offers for the Best Value Procurement for:

PLAZA THEATRE RESTORATION AND EXPANSION,
(Project Name)

Bid number 2004-015 has been completed.
(Bid Number)

The offeror, Byrne/Arrow, A Joint Venture, has received the
(Contractor's Name)

highest score, 100, and is; therefore, certified as offering the City of El Paso
the Best Value for this project.

The amount of the award will be \$ 25,759,880.00.

This amount includes the following base bids and alternates with their corresponding
amounts:

Base Bid I - \$25,555,000.00 / Alternate 1 - deduct <\$81,000.00> /
Alternate 2 - \$120,000.00 / Alternate 3 - \$45,000.00 / Alternate 4 - \$44,700.00 /
Alternate 5 - \$14,500.00 / Alternate 6 - \$61,600.00 = Total Value \$25,759,800.00

I, _____, of _____
(Name) (Department or Firm)

concur with this certification on this the _____ day of _____ 2003.

I, _____, of _____
(Name) (Department or Firm)

concur with this certification on this the _____ day of _____ 2003.

I, _____, of _____
(Name) (Department or Firm)

concur with this certification on this the _____ day of _____ 2003.

I, _____, of _____
(Name) (Department or Firm)

concur with this certification on this the _____ day of _____ 2003.

PROPOSAL

TO THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF EL PASO
EL PASO, TEXAS

GENTLEMEN:

The undersigned having familiarized themselves with the local conditions affecting the cost of work and with the Contract documents consisting of Invitation for Competitive Sealed Proposals, Information for Offerors, General Conditions, the Contractor's Proposal, Special Bid Conditions, Applicable Wage Rates, the Contract Form, plans, specifications, drawings, and addenda on file in the office of the Purchasing Department of the City of El Paso, hereby propose to perform everything required to be performed and to provide, furnish and install all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services, and to complete in a workmanlike manner all the work required for the:

PLAZA THEATRE RESTORATION AND EXPANSION

BID NO. 2004-015

within the specified limits and in accordance with the plans and specifications as prepared for the City of El Paso, including Addenda Number(s) 1, 2, 3, 4, _____, _____, _____, _____, AT THE FOLLOWING LUMP SUM (Additive alternate items are given on the following pages):

BASE BID I:

The undersigned agrees to perform all of the work required for the total amount of:

\$ 25,555,000.⁰⁰

COMPANY NAME: Byrne/Arrow, A Joint Venture

OFFEROR'S SIGNATURE: 

OFFEROR'S NAME: Elias N. Najjar

Offeror's Name must be typed or printed

PLAZA THEATRE RESTORATION AND EXPANSION (proposal continued)
BID NO. 2004-015

See Volume II Section 01230 Alternates Part 1.04

ALTERNATE NO. 1 - *For all costs to provide glass fiber reinforced cement system in lieu of precast concrete for exterior cornices:*

The undersigned agrees to perform all of the work required for the total amount of:

\$ <81,000>

ALTERNATE NO. 2 - *For all costs to provide portable tiered risers and blackout shading system:*

The undersigned agrees to perform all of the work required for the total amount of:

\$ 120,000.⁰⁰

ALTERNATE NO. 3 - *For all costs to provide poster boxes at Main Street including but not limited to poster box frame, sides and back, lighting and wiring and structural framing as required. Include all costs to continue precast concrete panels across recess for poster box in lieu of poster box:*

The undersigned agrees to perform all of the work required for the total amount of:

\$ 45,000.⁰⁰

COMPANY NAME: Byrne/Arrow, A Joint Venture

OFFEROR'S SIGNATURE: 

OFFEROR'S NAME: Elias N. Najjar

Offeror's Name must be typed or printed

PLAZA THEATRE RESTORATION AND EXPANSION (proposal continued)
BID NO. 2004-015

See Volume II Section 01230 Alternates Part 1.04

ALTERNATE NO. 4 – For all costs to provide canopies at Main Street including but not limited to structural framing, lighting, and wiring:

The undersigned agrees to perform all of the work required for the total amount of:

\$ 44,700.⁰⁰

ALTERNATE NO. 5 – For all costs to provide modifications to East and West organ lofts as shown:

The undersigned agrees to perform all of the work required for the total amount of:

\$ 14,500.⁰⁰

ALTERNATE NO. 6: For all costs to provide M&I Compac Space Supply and Return Fan Systems.

The undersigned agrees to perform all of the work required for the total amount of:

\$ 61,600

SUM TOTAL BASE BID & ALTERNATES #1 - #6 \$ 25,921,880.⁰⁰

COMPANY NAME: Byrne/Arrow, A Joint Venture

OFFEROR'S SIGNATURE: 

OFFEROR'S NAME: Elias N. Najjar

Offeror's Name must be typed or printed

CONTRACT TIME AND LIQUIDATED DAMAGES

The undersigned Offeror agrees to commence work on a date to be specified in a written Notice to Proceed and to substantially complete the work on which he/she has bid within **FOUR HUNDRED EIGHTY (480) CONSECUTIVE CALENDAR DAYS**.

Offeror agrees to pay as liquidated damages the sum of **ONE THOUSAND DOLLARS (\$1,000.00)** for each consecutive calendar day thereafter as provided in paragraph 6.8 of the General Conditions of the Contract.

PROPOSAL

Enclosed with this proposal is a certified check or bid bond for five percent (5%) of the TOTAL bid price including base bid(s) and alternate(s) which is agreed shall be collected and retained by the owner(s) as liquidated damages in the event this proposal is accepted by the Owner within forty-five (45) consecutive calendar days after the date advised for the reception of bids and the undersigned fails to execute the contract and the required performance and payment bonds with the Owner within fourteen (14) consecutive calendar days after the date said proposal is accepted; otherwise, the said bid security shall be returned to the undersigned upon demand.

THE UNDERSIGNED OFFEROR REPRESENTS TO THE CITY AND TO THE OTHER OFFERORS THAT HIS/HER PROPOSAL, AND THE ESTIMATES ON WHICH IT IS BASED, HAS BEEN CAREFULLY CHECKED AND CONTAINS NO ERRORS, AND NOTHING HAS BEEN OMITTED OR OVERLOOKED IN DETERMINING THE AMOUNTS BID.

OFFEROR'S NAME: Byrne/Arrow, A Joint Venture

BY:  December 10, 2003

Elias N. Najjar ^{Signature}

Date

Sr. Vice President

Print Signer's name & title

Telephone

Fax

Address

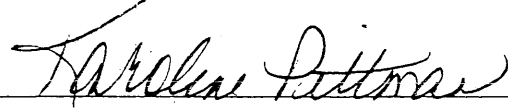
City, State, Zip Code

Physical Address of Business – if different from above

City, State, Zip Code

IF THE OFFEROR IS A CORPORATION, THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED:

I, Karolene Pittman, certify that I am the Corporate Secretary Secretary of the corporation named as Offeror hereinabove; that Elias N. Najjar, who signed the foregoing contract on behalf of the Offeror, was then Sr. Vice President of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SECRETARY SIGNATURE AND CORPORATE SEAL

The following breakouts are to be excluded from the base bid. It is the intention of the CoEP to include all items listed below. Breakout costs may be used for supplemental funding

Children's Theatre

\$ 102,000.⁰⁰ Stage Lighting Section 16581
Drawing A-1.56, A-6.10, EA-300

\$ 52,221.⁰⁰ Sound system Section 17000
Drawing A-1.56, EA-300

\$ 39,000.⁰⁰ Risers for seating Section 12510, 12665
Drawing A-6.50

\$38,000.00 Seats Allowance

\$20,000.00 Stage Curtains and Draperies Allowance

\$35,000.⁰⁰ Floor Coverings, Carpeting Section 09640
Drawing A-5.35

\$50,000.⁰⁰ Decorative surfaces treatments Section 06610
Drawing A-6.10

Roof-Top patio

\$10,000.00 Lighting Allowance

\$30,000.00 Decorative surface treatments Allowance

Marquee

\$ 105,000 Angled marquee area Drawing A-7.21

\$ 29,000 Signboard Drawing A-7.21

\$ 8,000.⁰⁰ Lighting for new marquee (ceiling, above, etc) Drawing A-7.21

Dressing Rooms

\$ 40,400 Finish of 22 dressing room stations (rough-in work to be included in base bid) Drawing A-1.00, A-1.03, A-1.04, A-6.20

Expanded Pipe Organ Loft

\$ 11,000.⁰⁰ Expansion of pipe loft Drawing A-1.46